



## REQUEST FOR PROPOSAL (RFP)

### IMPLEMENT AND SUPPORT KOHA OPEN SOURCE INTEGRATED LIBRARY SYSTEM (ILS)

<b>RFP Number:</b>	14-0214	<b>Contracting Officer:</b>	B. Schwartzman
<b>Proposal Due Date:</b>	May 21, 2014	<b>Pre-Proposal Conference Date:</b>	Not applicable
<b>Proposal Due Time:</b>	3:00 PM	<b>RFP Issue Date:</b>	April 29, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See Section 1.14
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

<b>Company Name:</b> _____	<b>Phone Number:</b> _____
<b>E-mail Address:</b> _____	<b>Contact Person:</b> _____

**Section 1.1: Purpose**

The purpose of this solicitation is to select a vendor to implement and support Koha open source Integrated Library System (ILS) software to support management of various library operations throughout the Lake County Library System as described in Section 3 of this Request for Proposals. The identified product shall be supplied, implemented (to include migration of associated County data), and supported by the vendor. The vendor shall be responsible to train library, and other responsible, personnel in regards to the capabilities and the proper usage of the ILS software.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

B. Schwartzman, Procurement Services Manager  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352-343-9424    Fax : 352-343-9473    E-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria which are listed in descending order of importance:

1. Project understanding and technical approach.
2. Reputation, experience, capability and availability of staff and system.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria such as proposed migration/implementation period.

**Section 1.4: Pre-Proposal Conference / Site Visits**

Not applicable to this solicitation

**Section 1.5: Initial Term of Contract: Migration/Implementation Period and One Year**

The performance period under this contract shall commence upon the date of contract signature, or issuance of purchase order or Notice To Proceed, and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods. See RFP Section 1.10 for further detail.

**Section 1.6: Option to Renew**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract upon its then current terms and conditions for four (4) additional one (1) year terms as may be needed to complete effort on tasks which originated during the course of the initial term of contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment****Section 1.7.1: Lump Sum Payment After Initial Implementation is Completed**

Upon completion and acceptance of the work associated with the migration/implementation period specified in Section 1.10, the vendor(s) shall submit a single lump sum invoice that reflects the total value of that effort. This invoice shall be submitted to the County user department(s) to which the required goods or services were delivered.

The invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.7.2: Periodic Invoices For Completed Services Subsequent to Implementation**

The vendor(s) shall submit invoices to the County user department(s) for the various services required, completed, and accepted during the support and hosting periods of the contract. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the County user department at the time the service and /or work product were delivered and accepted. Submittal of these periodic invoices shall not exceed

thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

### **Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value:	\$ _____
Garage Keepers Liability at coverage value:	\$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

#### **Section 1.9: Bonding Requirements**

Not applicable to this solicitation

#### **Section 1.10: Completion of Work From Date of Notice to Proceed**

The vendor shall state in its offer the number of calendar days from the date of the Notice to Proceed in which it will guarantee to complete the initial migration/implementation effort. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". The initial migration/implementation period (from notice-to-proceed to full operational use of the system by the County) shall not exceed one hundred eighty (180) calendar days after date of notice to proceed. Support and hosting shall then be provided for a one (1) year period commencing with the date of full operational use. Additional years of support may then be exercised under the option provisions stated in Section 1.6 of this RFP.

All work shall be performed in accordance with good commercial practice. The work schedule

and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.10: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor’s expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within two (2) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

**Section 1.13: Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.



If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.13.2: Completion Requirements for Request For Proposal (RFP)**

Proposals submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

### **Section 1.13.3 Proposal Submittal**

The following items shall be submitted as outlined above:

- One (1) original paper response marked “Original,”
- Three (3) paper copies of the response each marked “Copy,”
- Five (5) CD’s each containing a complete copy of the original and marked “14-0214 and your firm name.”

The vendor’s proposal shall be prepared in accordance with the following information and directions:

**A. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

**B. Proposal Guidelines**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

**C. Proposal Sections:**

Proposals shall be organized into the following major sections.

**Tab 1 - Proposer Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.

- Length of and type of service with firm.
- Education and formal training, including certifications.

D. Any required licenses or permits.

**Tab 2 - Proposed Solution Description(s)**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Alternate staffing solution proposals may be submitted by the same proposer. For each such proposed solution, include the same degree of detail and description specified for a primary offering.
- B. Describe responding vendor's project plan, installation test plan, user acceptance test plan, test methodology, methodology and recommended solution(s) in performing the services described in the Scope of Services and describe specific policies, plans, procedures or techniques to be used in providing the services to be performed. The responding vendor shall describe its approach to project organization and management, responsibilities of responding vendor's management and staff personnel that will perform work in this project.
- C. Provide a concise description of the approach and process the vendor will convert any existing database to use in the new system.
- D. Provide in detail, features and capabilities of the specified software covering all applications identified in Section 2, Scope of Services, C.
- E. Provide a list of all other components and/or modules that can enhance the base program which is being requested in the Scope of Services. Describe each item including the benefits of the item and the cost.
- F. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.
- G. Provide a project schedule identifying specific key tasks, implementation in a sequential process consisting with the phases identified throughout the RFP, and duration.

**Tab 3 – Software Agreement**

- A. Provide a copy of the license agreement as applicable.
- B. Provide a copy of the proposed software maintenance agreement.
- C. Indicate support capabilities and availability.
- D. Confirm how upgrades are provided for within the maintenance agreement.

- E. Identify in detail all necessary resources, and their roles, to maintain the system after the system is in operation.

**Tab 4 - Proof of Insurability**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab 5 - References**

Provide at least three (3) recent references where the proposed product /service has been used within the past three (3) years. Please use the form attached.

**Tab 6 - Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

**Tab 7 - Subcontractors / Joint Ventures**

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

**Tab 8 - Other Information**

Provide any information that will provide insight to the County about the qualifications, financial qualifications, fitness and abilities of the proposer. This information should be succinct.

**Tab 9 - Completed solicitation**

Include a copy of a fully completed and signed RFP.

**Tab 10 - Pricing Section**

Provide a completed pricing response as requested in Section 4 of this Request for Proposals to include supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

**Tab 11 - Financial Stability**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be

accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Section 1.14: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.15: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.16: Demonstration of Software May Be Required During Evaluation**

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered software implementation solution to County personnel, at no separate cost. The purpose of this demonstration is to observe the software in an operational environment and to verify the capability, suitability, and adaptability of the overall system in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

**Section 1.17: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the

various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

**Section 1.18: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.19: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.20: Patents and Royalties**

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

**Section 1.21: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

**SCOPE OF SERVICES:****IMPLEMENT AND SUPPORT KOHA OPEN SOURCE INTEGRATED LIBRARY SYSTEM (ILS)****Introduction and General Requirements**

The Lake County Board of County Commissioners (BCC) and Lake County Library System (LCLS) are requesting competitive proposals for migration/implementation and related support services of a new Koha open source-based Integrated Library System (ILS). The LCLS is a library system with fifteen (15) branch and member libraries, with an active borrowing population of 101,584 patrons and 662,282 items. It has a circulation count of 1,866,370 transactions in 2012-13. To be considered, vendors must demonstrate successful experience installing and implementing the requested system for organizations of similar or larger size including number of service outlets and circulation volume. The ILS shall include, but is not limited to, the following modules (functionality):

1. Acquisitions (ordering, receiving, and invoicing materials);
2. Cataloging (classifying and indexing materials);
3. Circulation (lending and receiving materials to and from patrons)
4. Serials (tracking magazine and newspaper holdings); and
5. OPAC (public interface for users).
6. Reports (gathering and manipulation of statistics related to ILS use)

**Minimum Functional Requirements:**

LCLS is seeking a cooperative partnership that will embrace the letter and spirit of open source principles, and utilize the skills and resources provided by the vendor, the LCLS internal team, and other Koha community participants. LCLS requests bids that will use the most recent stable release of the standard “community” Koha system. LCLS requires that all software code provided under the terms of this bid will be promptly released to the Koha community for inclusion in the next version of Koha. Proposals for a development path that diverges from the standard Koha release path will not be considered. Koha must include the following accounting functionality prior to go-live:

1. The ability to report on line item transactions that the library finance team deems necessary.
2. The ability to create custom fee categories outside regular library transactions and the ability to report on them. These fees may include items such as bus passes or passport fees.
3. Add a detailed payment/transaction receipt detailing the payment amount, change due, and the fees paid by that money.



4. Functionality which allows staff to enter a dollar amount given (the amount to be paid) such that Koha can calculate the change due and record the change given back on the receipt.
5. Ability to view the Koha OPAC with full mobile optimization using a mobile device.

Implementation of Koha must include the following at no additional cost:

1. Creation of test system for training and testing purposes prior to go-live.
2. Go-Live date of system must be prior to November 3, 2014.
3. Integration services for the library's third party services and devices at no additional cost.
4. Configuration and maintenance of all SIP2 and/or LDAP connections including AtoZ databases, Ancestry Library, Florida Electronic Library, Heritage Quest Online, and Newsbank.
5. Data manipulation and cleanup upon request of the client. Data cleanup must fall into the parameters of command line database maintenance.
6. Migration of all obtainable bibliographic, item, patron, holds, list, fines, serials and acquisitions data, as well as any obtainable custom fields found in Symphony.
7. OPAC customization using current mobile Koha OPAC theme.
8. A mobile application for customer access and interaction with the OPAC which supports major mobile platforms.
9. Administrative configuration of system.

Support interface must include the following at no additional cost:

1. 24 hour, 7 day per week technical consulting and problem solving.
2. 24 hour, 7 day per week server monitoring.
3. Training questions and multiple days of in person training before go-live date.
4. Consultation with network configuration.
5. Initial and ongoing customizations and "tweaking" to the OPAC and staff side interfaces.
6. Custom Report generation.
7. Bug-fixes and the application of community released bug fix enhancements on a regular schedule.
8. Management and updating of community or customer sponsored enhancements.
9. Training for all major updates to Koha's functionality via webinar to LCLS at no additional cost.
10. Integration services for the library's third party services and devices at no additional cost. These systems contain but are not limited to, Comprise computer time management and print management systems , 3M and Checkpoint RFID systems, downloadable media delivery systems such as Overdrive and Zinio, Unique collection service, and ILL systems such as OCLC navigator and others.
11. Regular updates to the Koha system as new functionality becomes available to LCLS, as well as the application of new releases to the LCLS system as they are made available (usually every 4-6 months).
12. Options and procedures for transition at a later time should any libraries leave the Lake County Library System or should the Lake County Library System cease to exist.

13. Redundant backup solutions, and rapid response when backup restoration is required.
14. Periodic backup of all records provided to the Lake County Library System on no less than a quarterly annual basis.

**Desirable Functional Requirements (desired but not required):**

1. Ability to integrate with third party credit card payment service
2. Ability to support operation on thin- or no-client computer systems

**Server Host Requirements:**

The Koha provider must use a server hosting company with certified physical server site security and system security. The provider must also use standard security practices for both physical and system security. The provider must be able to comply with Section 257.261, Florida Statutes, concerning patron information confidentiality. In the event of a separation of the two entities, the ILS support provider will allow the library copies of all required data needed for operation of the new ILS.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer’s firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Manager of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For all agreements exceeding \$195,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**RFP TITLE: Implement and Support a Koha Open Source-Based Integrated Library System (ILS)****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**☐ No Addendum was received in connection with this RFP.

**PRICING SECTION**

It is understood that there are a magnitude of different options that can be associated with the implantation and support type of software program that the County is requesting. The vendor shall supply the County with various pricing options in those regards. The proposed costs shall include, but not be limited to, the training, literature as required, and the first year of support. If the vendor's approach exceeds the minimum specifications, a description and justification of each item that is in excess shall be included with the response. If there are different levels of support available for the first year, each level shall be outlined and the cost associated with it shall be supplied.

As part of this RFP, the vendor shall supply their options for support after the first year. A description of the support and the cost shall be included. If there are different levels of support, a description, cost, and the advantages of each level shall be included with the proposal.

The vendor shall include in the pricing section all desirable requirements as detailed in the Scope of Services. Once again, a description, cost, and benefit of each option shall be included.

The pricing proposal shall be formatted to clearly define the following elements of cost:

1. System Migration and Implementation: The full turnkey lump sum cost for migration and implementation of a new system from notice-to-proceed to full operational readiness. This value will serve as the basis for the lump sum invoice to be tendered by the vendor, and paid by the County, upon acceptance of the full migration/implementation effort, and successful initiation of full system operation. The vendor shall confirm their proposed duration for the migration/implementation period, not-to-exceed one hundred eighty (180) calendar days.
2. System Support: The cost to provide full support of the system to include implementation of system upgrades for any full year following the initiation of full system operation. Various payment options may be proposed by the vendor and considered by the County.
3. System Hosting: The cost to provide full hosting support of the system for any full year following the initiation of full system operation. Various payment options may be proposed by the vendor and considered by the County.
4. Desirable Functional Requirements (options): Provide a separate lump sum adder price for full implementation of each of the desirable functions stated in the scope of work concurrent with initial system implementation. Also provide the annual adder adjustment for each of the desirable functional requirements that would apply to annual support and hosting services if the options are exercised by the County.



**By Signing this Proposal the Proposer Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: \_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work Reference**

**Attachment 2: Vendor Profile Form**

**Attachment 3: Similar Projects Form**

**WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**VENDOR PROFILE FORM**

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1f. Address of office to perform work, if different from Item 1
1b. Year Firm was established _____	
1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts.  Signature: _____ Date: _____  _____ (Typed or Printed Name) (Title)	

**SIMILAR PROJECTS FORM**

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address &amp; Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number</u>
Project Cost: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	